Company Tracking Number:

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Term Life Portability

Project Name/Number:

## Filing at a Glance

Company: Principal Life Insurance Company

Product Name: Group Term Life Portability SERFF Tr Num: PRLF-126720071 State: Arkansas

TOI: L04G Group Life - Term SERFF Status: Closed-Approved- State Tr Num: 46352

Closed

Sub-TOI: L04G.500 Other Co Tr Num: State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Bonnie Blue, Donna Disposition Date: 08/05/2010

Burns, Mark Curtis, Jan Majerus, Ann McCoy, Raynell Miner

Date Submitted: 07/29/2010 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## **General Information**

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile: 06/11/2010

Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Trust

Filing Status Changed: 08/05/2010 Explanation for Other Group Market Type:

State Status Changed: 08/05/2010

Deemer Date: Created By: Mark Curtis

Submitted By: Mark Curtis Corresponding Filing Tracking Number:

Filing Description:

Re Group Life Insurance Forms Group Life Portability Insurance

- Booklet-Certificate Insert Pages GH 108 (PORT)-1 and GH 110 (PORT)-1

Principal Life Insurance Company NAIC No. 332-61271

FEIN No. 42-0127290

Enclosed for your consideration and approval are revised insert pages to be used with Booklet-Certificate Form GH 106

Company Tracking Number:

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Term Life Portability

Project Name/Number:

(PORT), et al issued for Arkansas residents under a master trust policy sitused in Delaware. These revised insert pages have been submitted for review and were approved by Delaware on July 7, 2010. This certificate is issued when a Arkansas policyholder's plan of benefits offers a portability option and a covered employee's coverage terminates and the employee elects to continue coverage. These booklet-certificate forms were originally filed and approved in your state on March 26, 2004.

At this time we are updating some of the requirements to the portability policy. The following changes have been made to this product:

- Updated the premium period to be either monthly, quarterly or annually;
- Updated to allow more flexibility as to how initial and subsequent premium rates will be determined;
- Adding flexibility when administration fees can be charged;
- Adding flexibility as it relates to proof of good health requirements when a person's smoking status changes;
- Adding a requirement that once a person is re-employed by the policyholder, the port policy is terminated.

Our changes have been italicized and are shown in red.

These forms contain all the state-required provisions and are being submitted on a general-use basis for use with all types of eligible groups allowed under Arkansas law.

To assist in your review of this filing, we are attaching a chart that shows the booklet-certificate form numbers and the form it replaces.

Also enclosed is a portability application (GP53450-01) for your review and approval.

All required certification forms are enclosed.

Thank you for your consideration of this filing. If you have any questions on any of the attached materials, please feel free to contact me by fax, e-mail or at the toll-free number shown below.

Mark Curtis, State/Federal Compliance Analyst Group Life and Health Compliance Principal Life Insurance Company Des Moines, Iowa 50392-0002 Phone: 1-800-986-3343 ext. 76788

Fax: 515-246-2491

e-mail: curtis.mark@Principal.com

Company Tracking Number:

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Term Life Portability

Project Name/Number:

## **Company and Contact**

#### **Filing Contact Information**

Mark Curtis, State/Federal Compliance Analyst Curtis.Mark@principal.com

711 High Street 800-986-3343 [Phone] 76788 [Ext]

K-005-E81 515-246-2491 [FAX]

Des Moines, IA 50392-0002

**Filing Company Information** 

Principal Life Insurance Company CoCode: 61271 State of Domicile: Iowa

711 High Street Group Code: 332 Company Type: Life & Health

Des Moines, IA 50392-0002 Group Name: State ID Number:

(800) 986-3343 ext. [Phone] FEIN Number: 42-0127290

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## **Filing Fees**

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: \$50 for revisions to previously filed booklet-certificate forms and \$50 for application form.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Principal Life Insurance Company \$100.00 07/29/2010 38368914

 SERFF Tracking Number:
 PRLF-126720071
 State:
 Arkansas

 Filing Company:
 Principal Life Insurance Company
 State Tracking Number:
 46352

Company Tracking Number:

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Term Life Portability

Project Name/Number:

## **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	08/05/2010	08/05/2010

SERFF Tracking Number: PRLF-126720071 State: Arkansas State Tracking Number: 46352

Filing Company: Principal Life Insurance Company

Company Tracking Number:

TOI:  $L04G\ Group\ Life$  - TermSub-TOI: L04G.500 Other

Product Name: Group Term Life Portability

Project Name/Number:

## **Disposition**

Disposition Date: 08/05/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 PRLF-126720071
 State:
 Arkansas

 Filing Company:
 Principal Life Insurance Company
 State Tracking Number:
 46352

Company Tracking Number:

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Term Life Portability

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status Public Access
Supporting Document	Flesch Certification	Yes
Supporting Document	Application	Yes
Supporting Document	Form Number Listing	Yes
Form	Scheduled Benefits Summary	Yes
Form	How to Be Insured – Members	Yes
Form	Group Term Life Insurance Portability	Yes
	Application	

 SERFF Tracking Number:
 PRLF-126720071
 State:
 Arkansas

 Filing Company:
 Principal Life Insurance Company
 State Tracking Number:
 46352

Company Tracking Number:

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Term Life Portability

Project Name/Number: /

## **Form Schedule**

**Lead Form Number:** 

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GH 108 (PORT)-1	Certificate Amendment t, Insert Page, Endorsement or Rider	n Summary	Revised	Replaced Form #: GH 108 (PORT) Previous Filing #:		GH 108 (PORT)-1.pdf
	GH 110 (PORT)-1	Certificate Amendment t, Insert Page, Endorsement or Rider		Revised	Replaced Form #: GH 110 (PORT) Previous Filing #:		GH 110 (PORT)-1.pdf
	GP53450- 01		Group Term Life Insurance Portability Application	Revised	Replaced Form #: GP 53450 Previous Filing #:		GP53450- 01.pdf

## GROUP [VOLUNTARY] TERM LIFE SCHEDULED BENEFITS SUMMARY AS OF [May 1, 2004]

Member: [Jane Doe] Booklet-Certificate Number: [10101] Address: [Route 1] Booklet-Certificate Effective Date: [05-01-04]

[Des Moines, IA 12121] Booklet-Certificate Anniversary Date: [May 1]

CURRENT SUMMARY AMOUNT

Member Life Benefit \$[40,000]

[Member Accidental Death and

Dismemberment Benefit] \$[40,000]

[Dependent Life Benefit]

[Dependent *spouse* [or Domestic Partner]] \$[20,000]

[Dependent Children (age at death)

[[Live birth] but less than [14 days old]] \$[1,000] [[[14 days] old but] less than [6 months]] \$[5,000] [[6 months] and older]] [\$10,000]]

[Dependent Spouse [or Domestic Partner] Accidental Death and

Dismemberment Benefit] \$[20,000]

[Current Smoker Status - Member: [Unismoker]]

[Current Smoker Status - Dependent spouse [or Domestic Partner]: [Unismoker]]

/[Monthly/ Administrative Fee: \$[2.00]]

[The initial premium rate(s) for each individual will be based on the rate charged under the Prior Policy.] [The initial and] S[s] ubsequent premium rate(s) for each person insured for Life Insurance will be as determined by The Principal.

The Principal may change a premium rate: (1) on any premium due date, if the Member rate has then been in force [12 months] or more and if Written notice is given to the Member at least [31] days before the date of change; (2) on any date that a schedule of insurance is changed[; or (3) on any [premium due date] [May 1], if the age of the insured Member [or Dependent [spouse [or Domestic Partner]]] has changed since the last [premium due date] [May 1].]

Please attach this Scheduled Benefits Summary to your Booklet-Certificate. It replaces any previously issued Scheduled Benefits Summary. If you have any questions, call us at [1-800-843-1371 (Des Moines Area) [7:00 am - 7:00 pm] C.T. Monday-Friday.

#### **HOW TO BE INSURED – MEMBERS**

## MEMBER LIFE INSURANCE [MEMBER ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE]

#### **Eligibility**

To be eligible for insurance you must be a Member.

You will be eligible on [the first of the Insurance Month coinciding with or next following] the date you become a Member as defined in GH 114.

[In no circumstance will you be eligible for Member Life Insurance under the Group Policy if you are eligible under any other Group [Voluntary] Term Life Insurance policy underwritten by Us.]

[Note: You are not eligible for coverage under the Group Policy if insurance under the Prior Policy ends because the Prior Policy terminates and is replaced by another group [voluntary] policy.]

### **Individual Incontestability**

All statements made by any insured person [(you or one of your Dependents)] will be representations and not warranties. In the absence of fraud, these statements may not be used to contest an insured person's insurance unless:

- the insurance has been in force for less than two years during the insured person's lifetime; and
- the statement is in Written form Signed by the insured person; and
- a copy of the form, which contains the statement, is given to the insured person or the insured person's beneficiary at the time insurance is contested.

However, the above will not preclude the assertion at any time of defenses based upon the person not being eligible for insurance under the Group Policy or upon other provisions of the Group Policy.

In addition, if a person's age is misstated, We may, at any time, adjust *premium* and benefits to reflect the correct age.

#### **Assignments**

[No assignments of Member Life Insurance will be allowed under the Group Policy.]

[Only assignments of Member Life Insurance will be allowed under the Group Policy and only if:

- [- they are not collateral assignments or assignments for consideration; and]
- they are in Written form and recorded at Our home office in Des Moines, Iowa.

We will assume no responsibility for the validity of effect of any assignment.

#### **Proof of Good Health**

In some instances, Proof of Good Health will be required to place your insurance in force. We will determine the type and form of required proof. You will need to file Proof of Good Health:

- If you have failed to provide required Proof of Good Health or you have been refused insurance under the Group Policy at any prior time.
- [- To make effective any Scheduled Benefit amount increase for you that is, in excess of:
  - [- [[two] times Annual Compensation not to exceed] [\$60,000] if you are under age [65]; and]
  - [- [[two] times Annual Compensation not to exceed] [\$30,000] if you are age 65 or over but under age 70; and]
  - [- [[two] times Annual Compensation not to exceed] [\$10,000] if you are age 70 or over.]/
- [- To *make effective* any request for a Scheduled Benefit amount increase.]
- [- To make effective any request to change your *[or your Dependent spouse's [or Domestic Partner's]]* smoking status classification.]

## Effective Date *for Insurance* (Proof of Good Health Not Required)

You must *request insurance* in a form provided by Us.

Your insurance will normally be in force on [the first of the Insurance Month coinciding with or next following] the date you are eligible, if you make your request within 60 days after the date you are eligible.

# Effective Date *for Insurance* (Proof of Good Health Required)

If Proof of Good Health is required, your insurance will normally be in force on the later of:

- The date insurance would have been effective had Proof of Good Health not been required; or
- [The first of the Insurance Month coinciding with or next following] the date Proof of Good Health is approved by Us.

### [Effective Date for Benefit Changes Due to Changes by Policy Amendment

A change in your Scheduled Benefit amount because of a change in the Schedule of Insurance (as described on GH 109) by amendment to *your coverage under* the Group Policy for which Proof of Good Health is not required (see above) will be effective on the date of change. [Exception: *Any decrease in Scheduled* Benefit amounts due to a change by amendment to *your coverage under* the Group Policy *will be* effective on the date of change.]

A change in your Scheduled Benefit amount because of a change in the Schedule of Insurance (as described on GH 109) by amendment to *your coverage under* the Group Policy for which Proof of Good Health *is required* (see above) will be effective on the later of:

- the date the change would otherwise be effective if Proof of Good Health had not been required; or
- [the first of the Insurance Month coinciding with or next following] the date Proof of Good Health is approved by Us.]

## **Effective Date for Benefit Changes Due to Changes Requested by the Member**

A change in your Scheduled Benefit amount due to your request for which Proof of Good Health is not required (see above), will be effective on [the first of the Insurance Month coinciding with or next following] [the [June 1] that next follows] the date of the request. [Exception: Any decrease in Scheduled Benefit amounts will be effective on [the date noted above] [the date of the change].]

A change in your Scheduled Benefit amount due to your request for which Proof of Good Health is required (see above), will be effective on the later of:

- the date the change would otherwise be effective if Proof of Good Health had not been required; or
- [the first of the Insurance Month coinciding with or next following] the date Proof of Good Health is approved by Us.]

### [Effective Date for Benefit Changes Due to a Change in the Member's Family Status

You may request an increase in Scheduled Benefits, a decrease in Scheduled Benefits, or the addition of Scheduled Benefits for which you were not previously insured if a change in your family status as described below has occurred, provided a request for such increase, decrease, or addition is made in Writing within [31] days after the date of the change in family status:

- marriage [or declaration of a Domestic Partner relationship] or divorce [or termination of a Domestic Partner relationship];
- death of your spouse [or Domestic Partner] or child;
- birth or adoption of a child;
- termination of employment by your spouse [or Domestic Partner] or a change in your spouse's [or Domestic Partner's] employment that causes loss of group coverage;
- your employment or your spouse's [or Domestic Partner's] employment changes from part-time to full-time or from full-time to part-time;
- you or your spouse [or Domestic Partner] takes an unpaid leave of absence.

A change in the Scheduled Benefits because of a request by you when a change in family status has occurred for which Proof of Good Health is not required (see above) will normally be effective on [the first of the Insurance Month coinciding with or next following] the date of the request. [Exception: Any decrease in Scheduled Benefit amounts due to your request, will be effective on [the date noted above] [the date of the change].]

A change in the Scheduled Benefits because of a request by you when a change in family status has occurred *for which Proof of Good Health is required (see above) will be* effective on the later of:

- the date the change would otherwise be effective if Proof of Good Health had not been required; or
- [the first of the Insurance Month coinciding with or next following] the date Proof of Good Health is approved by Us.]

#### Termination

Your insurance under the Group Policy will cease on the earliest of:

- the date the Group Policy terminates, either in its entirety or for you; or
- [- the date your Member Accidental Death and Dismemberment Insurance ceases; or]

- [the end of the Insurance Month *for* which] [the date] the last premium is paid for your insurance; or
- [the end of any Insurance Month] [any date desired], if requested by you before that date/; or
- [the [May 1] that next follows] [the end of the Insurance Month in which] [the date] you reach [75] years of age][; or
- [the [May 1] that next follows] the date *your* coverage has been in force [two] [three] [five] years].

#### **Termination for Fraud**

We may at any time terminate *a person*'s eligibility under the Group Policy:

- in Writing and with 31-day notice, if *the individual* submits any claim that contains false or fraudulent elements under state or federal law; *or*
- in Writing and with 31-day notice, upon finding in a civil or criminal case that *an individual has* submitted claims that contain false or fraudulent elements under state or federal law; *or*
- in Writing and with 31-day notice, when *an individual has* submitted a claim, which, in good faith judgment and investigation, *an individual* knew or should have known, contains false or fraudulent elements under state or federal law.

#### [Insurance While Outside of the United States

If you [or a Dependent] are temporarily outside the United States, you *[or your Dependent]* may choose to continue insurance, subject to premium payment for a period of [six months] or less for one of the following reasons:

- [- *personal* travel; or]
- [- a business assignment; or]
- [- full-time student status, provided you *[or your Dependent]* are either:
  - enrolled and attending an accredited school in a foreign country; or
  - participating in an academic program in a foreign country, for which the institution of higher learning at which you *[or your Dependent]* are enrolled in the U.S. grants academic credit.]

[The [six-month] period will not be reduced for any time covered under a Prior Policy.]

If you [or your Dependent] *are* outside the United States for any other reason than those listed above *or longer than a period of [six months]*, coverage for the person concerned will automatically terminate.

[Note: This provision is not applicable to United States citizens who live in the U.S. but work at an employer location in Canada or Mexico.]

Your insurance may be reinstated under the reinstatement provision described on GH 118 and subject to the provisions of the Group Policy.]

#### **Continuation**

If you are interested in continuing your insurance beyond the date it would normally terminate, you should consult with Us before your insurance terminates.



Mailing Address: Des Moines, IA 50392-0002 Insurance Company | Portability Application

**Principal Life** 

**Group Term** Life Insurance

			A	ccount number		
Employee & Dependent (if applicable) Info	ormation					
I hereby apply for portability of my group t accordance with the provisions of the group		ıranc	e coverage issued by F	rincipal Life Ins	suran	ice Company in
Employee name (last, first, middle initial)				S	ex	
						ale female
Street address					Phor	ne number
City		State				ZIP code
Name	Social secu number	rity	Date of birth	Relationship		Amount of coverage
				Self	\$	
					\$	
					\$	
					\$	
NOTE: Standalone dependent coverage is n	ot available.					
Beneficiary Designation						
Full name			Relations	ship to insured		
Employee Signature (Read and sign below	·.)					

- Upon receipt of this application, a premium statement will be issued by Principal Life indicating the premium and the premium due date. The premium due date may be on a monthly, quarterly or annual basis as elected by the insured person and agreed upon by Principal Life.
- I hereby certify that the above information is true and complete to the best of my knowledge and belief. I understand my coverage can be ported as long as I:
  - do not meet the definition of actively at work which includes a reduction in work hours from full time to part time;
  - am less than 75 years of age;
  - am not currently on premium waiver due to disability;
  - am not receiving accelerated benefits:
  - am not exercising individual purchase rights.
- I understand ported coverage amounts can be increased with proof of good health. Coverage can also be decreased or cancelled at any time. Coverage changes due to family status are also allowed and proof of good health will apply according to the portability policy provisions. Coverage ends as specified in the portability policy or at the time premiums are no longer being paid. I do have conversion rights.

•	I have read	and und	lerstood the	fraud notice	requiremen	ts on Page 2
---	-------------	---------	--------------	--------------	------------	--------------

	•	•	
Employee signature			Date signed

<b>Employer to Complete th</b>	is Section				
Employer name					
Was the above named emp	loyee on disability or receiving accelerated be	enefits when coverage ended?	yes	no	-
Amount of coverage upon termina	ation				_
Employee \$	Dependent \$	Dependent children \$			
Date last worked	Date coverage ended	Annual salary \$_			_
Notice Pequirements					Ī

Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, may be guilty of insurance fraud.

#### **COLORADO FRAUD**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

#### **DISTRICT OF COLUMBIA FRAUD**

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

#### **FLORIDA FRAUD**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is quilty of a felony of the third degree.

#### **KENTUCKY FRAUD**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

#### **LOUISIANA FRAUD**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### **NEW MEXICO FRAUD**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

#### PENNSYLVANIA FRAUD

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

#### **TENNESSEE FRAUD**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of coverage.

#### **VIRGINIA FRAUD**

Any person who, with the intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

Company Tracking Number:

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Term Life Portability

Project Name/Number:

## **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:

See attached Certification of Readability.

Attachment:

Certification of Readability.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments:

See application (GP53450-01) attached to Form Schedule.

Item Status: Status

Date:

Satisfied - Item: Form Number Listing

**Comments:** 

See attached Form Number Listing.

Attachment:

Form Number Listing.pdf

## STATE OF ARKANSAS INSURANCE DEPARTMENT

#### **CERTIFICATION OF READABILITY**

I, Kimberly Douglas, an Officer of Principal Life Insurance Company hereby certify that the attached form(s) has (have) achieved a Flesch Reading Ease Score of:

Form No.	Form Name	Flesch Score
GH 108 (PORT)-1, et al	Booklet-Certificate Insert Pages	55.3

and complies with the requirements of Ark. Stat. Ann. Sections 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

PRINCIPAL LIFE INSURANCE COMPANY

Kimberly Douglas

Kimberly Douglas, Director Group Life and Health Compliance

July 29, 2010

Date



## **BOOKLET FORMS LISTING**

New Booklet Form	Title	Replaced Booklet Form
Number		Number
GH 108 (PORT)-1	Scheduled Benefits Summary	GH 108 (PORT)
GH 110 (PORT)-1	How to Be Insured – Members	GH 110 (PORT)

## **APPLICATION FORM NUMBERS**

New Application	Title	Replaces Application Number
Number		
GP53450-01	Group Term Life Insurance Portability Application	GP 53450